

1 BILL NO. S-85-08-*16*

2 SPECIAL ORDINANCE NO. S- *156-85*

3 AN ORDINANCE approving Contract for  
4 Res. #6025-85, C.B.D. Resurfacing,  
5 by the City of Fort Wayne by and  
through its Board of Public Works  
and Safety and Brooks Construction  
Co., Inc.

6  
7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL  
8 OF THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. The annexed Contract for Res. #6025-85,  
10 C.B.D. Resurfacing, by the City of Fort Wayne by and through its  
11 Board of Public Works and Safety and Brooks Construction Co.,  
12 Inc., is hereby ratified, and affirmed and approved in all re-  
13 respects. The work under said Contract requires:

14 Contract for Res. #6025-85, C.B.D.  
15 Resurfacing Project is to improve  
by cold planing and asphalt resur-  
facing the following:

16 BASE BID: HARRISON STREET from Main  
17 Street to Wayne Street,  
18 CALHOUN STREET from Wash-  
19 ington Blvd. to Douglas  
Street and BERRY STREET  
from Superior Street to  
Main Street;

20 ALTERNATE I: HARRISON STREET from  
21 Superior Street to Main  
22 Street;

23 the Contract price is Three Hundred Two Thousand One Hundred  
24 Nineteen and No/100 Dollars (\$302,119.00.).

25 SECTION 2. Prior Approval was received from Council  
26 with respect to this Contract on July 23, 1985. Two (2) copies of  
27 the Contract attached hereto are on file with the City Clerk, and  
28 are available for public inspection.

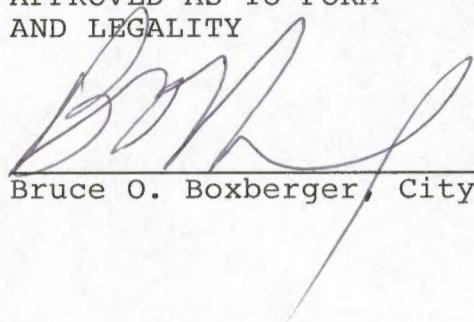
29 SECTION 3. That this Ordinance shall be in full force  
30 and effect from and after its passage and any and all necessary  
31 approval by the Mayor.

32

1                   Page Two

2  
3                   Charles B. Reed  
4                   Councilmember

5                   APPROVED AS TO FORM  
6                   AND LEGALITY

7                     
8                   Bruce O. Boxberger, City Attorney

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Read the first time in full and on motion by Redd,  
seconded by Gressel, and duly adopted, read the second time  
by title and referred to the Committee Public Works (and the City  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne  
Indiana, on \_\_\_\_\_, the \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: 8-13-85

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Talarico,  
seconded by D. L. Tar, and duly adopted, placed on its  
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	—	—	—	—
<u>BRADBURY</u>	✓	—	—	—	—
<u>BURNS</u>	✓	—	—	—	—
<u>EISBART</u>	✓	—	—	—	—
<u>GiaQUINTA</u>	✓	—	—	—	—
<u>HENRY</u>	—	—	—	—	—
<u>REDD</u>	✓	—	—	—	—
<u>SCHMIDT</u>	✓	—	—	—	—
<u>STIER</u>	✓	—	—	—	—
<u>TALARICO</u>	✓	—	—	—	—

DATE: 8-27-85

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. J-15685

on the 27th day of August, 1985.

ATTEST:

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Mark E. GiaQuinta  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,  
on the 28th day of August, 1985,  
at the hour of 11:30 o'clock A. M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 29th day of August,  
1985, at the hour of 8:30 o'clock A. M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR

## INVITATION FOR BIDS/AWARD OF CONTRACT\*

75-78-33

PROJECT: C.B.D. RESURFACING PROJECT

RESOLUTION # 6025-85

7/31/85

CONTENTS:SUCCESSFUL  
BID

Check if contained Pages

X	1	Cover Sheet
X	II - I9	Instruction to Bidders
X	S1	Schedule
X		Schedule of Items (Itemized Proposal)
X	GPI - GP7	General Provisions
X		Special Conditions
X		Plans and Specifications
		Drawings
X		Improvement Resolution
X		Notice to Bidders

ATTACHMENTS

X	Non-Collusion Affidavit
X	Bidder's Bond
X	Performance Bond
X	Sworn Experience Questionnaire
X	Plan and Equipment Questionnaire
v	Contractor Financial Statement '85-A
X	Certificate in Lieu of Financial Statement
X	Prevailing Wage Scale - State of Indiana
	Payment Bond
	Warranty Bond
X	Barricade Information

Discount for prompt payment	10 Calendar Days	20 Calendar Days	30 Calendar Days	Other

Acknowledgement of Amendments (See General Provisions Clause)	Amendment No.	Date	Amendment No.	Date

BID SUBMITTED

Contractor Brooks Construction Co., Inc.

By John R. Brooks

Its John R. Brooks, Secretary

Offer Date July 17, 1985

Bidder agrees to keep bid open for acceptance for 90 (90 days unless otherwise specified)Compliance: C. Bailey

O.C. 12/84

Award will be made on this form

ACCEPTANCE OF BID/AWARD OF CONTRACTCity of Fort Wayne  
Board of Public Works and SafetyCosette R. Ginter  
J.D. GinterCity of Fort Wayne  
Mayor John D. GinterAward  
Date \_\_\_\_\_

INSTRUCTIONS TO BIDDERS  
Board of Public Works and Safety  
City of Fort Wayne, Indiana

JUNE 28, 19<sup>85</sup>

Non-Federally Funded Construction

1. Submission of Bids. Sealed bids will be received by the Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9:00 o'clock A.M. on the 17th day of JULY, 19<sup>85</sup>, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:  
RESOLUTION NO. 6025-85 C.B.D. RESURFACING PROJECT

To improve by cold planing and asphalt resurfacing the following:

BASE BID: HARRISON STREET from Main Street to Wayne Street

CALHOUN STREET from Washington Blvd. to Douglas Street

and BERRY STREET from Clinton Street to Broadway

ALTERNATE I: HARRISON STREET from Superior Street to Main Street

2. Inclusion of Clauses - If a clause in the Invitation for Bids (IFB) has a box  beside it, the clause applies to the IFB only if it contains a check mark (✓) or an "X". Any questions as to whether a clause is included or not should be referred to The Board.

3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the City Engineers. If the information requested or change made is substantive, The Board will issue an amendment to the solicitation and will send such amendment to all potential bidders who have procured an Invitation for Bid (IFB). The Board and the City will not be responsible for any oral instructions.

4. Award of Contract (Timeliness, Responsiveness, Responsibility). A contract resulting from the Invitation for Bids will be awarded to the lowest and best timely bidder who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.

All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

6. Examination of Bids For Responsiveness. After the bids are opened and read, The Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation of the contract or the IFB may cause the bid to be determined non-responsive. Proposals which are unbalanced may also be determined non-responsive.

However, The Board reserves the right to accept any bid, to reject any and all bids, and to waive defects or irregularities on any bid.

7. Determination of Responsibility. Prior to awarding any contract pursuant to this Invitation for Bids, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

- (a) The Contractor's record of integrity.
- (b) The Contractor's experience and past performance record in construction work.
- (c) The Contractor's financial status.
- (d) The Contractor's capability to perform the project.
- (e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.
- (f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.
- (g) The bidders record in MBE/WBE compliance.
- (h) Whether the bidder is engaged in litigation with the City of Fort Wayne.

In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey team. Failure to cooperate can result in a finding of non-responsibility.

8. Prequalification - In addition to being timely, responsive, and responsible, a bidder must also be prequalified by the State Department of Highways in order to be awarded a Contract.

9. Bid Bond or Deposit. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of FIVE percent (5%) of the aggregate amount of the bid, but in no case less than \$100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of ----- percent (\_\_%) of the aggregate bid or proposal, but in no case less than \$100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void and the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract. Provided that, the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage, the City has suffered.

10. Sworn Experience Questionnaire, Plan and Equipment Questionnaire and Contractor's Financial Statement. Each bidder will submit with and as part of its bid the following documents under oath and on forms prescribed by the State Board of Accounts, or shall have the following forms on file with The Board which shall not be less than one year old.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. \_\_\_\_\_ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership  
\_\_\_\_\_ %.

For WBE specify percentage of women ownership  
\_\_\_\_\_ %.

B. \_\_\_\_\_ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm (cross out inapplicable provision) is a joint venture partner.

- (a) Experience Questionnaire.
- (b) Plan and Equipment Questionnaire, and
- (c) Contractor's Financial Statement (Form 96-A) or Certificate in Lieu of Financial Statement.

11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

- (a) Non-Collusion Affidavit
- (b) Prequalification Statement
- (c)
- (d)
- (e)

12. Brand Name or Equal-Specified Materials. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of the Board determines that, they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of the Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.

The MBE/WBE firm (cross out inapplicable provision) shall have \_\_\_\_\_ % participation (employees) \_\_\_\_\_ % participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm \_\_\_\_ %. (cross out inapplicable provision)

- C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Ardmore Asphalt, 6525 Ardmore Ave.		Asphalt Supplier
2. Highway Construction & Equipment, P.O. Box 215, Laketon, IN		Trucking
3.		

- D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Statewide Trucking PO Box 9121 Ft. Wayne		Aggregate Supplier
2.		
3.		

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. We have taken the following steps in an attempt to comply with these participation goals:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(attach additional sheets as necessary)

Contractor Brooks Construction Co. Inc. Contractor \_\_\_\_\_

By J. H. Brooks, Jr. By \_\_\_\_\_

Its Secretary Its \_\_\_\_\_

**14. Minority/Female Hourly Employment Requirements.**  
The City's policy is to encourage a greater utilization of minority and/or female employees in city construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

**THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE  
HOURLY UTILIZATION.**

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons:

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2. My Company has taken the following steps in an attempt to comply with the 17 $\frac{1}{2}$  hourly utilization figure:

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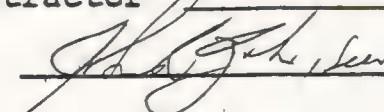
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(attach additional sheets if necessary)

Contractor Brooks Construction Co., Inc.

By



Its

Secretary

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (x~~x~~X/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, commencing at \_\_\_\_\_ o'clock \_\_\_\_\_.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

17. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form headed by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

18. Additional Bonds. If a bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board;

- A. Payment Bond. In the amount of payment to be made under the contract.
- B. Warranty Bond. In the amount of the contract warrantying the contractor's performance of a period of three years after the date of the City's acceptance.

19. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the Owner by the Mayor and The Board, shall not be binding upon the Owner unless, and until, the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. And if the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

20. Method of Contract Award. The contract resulting from this IFB will be awarded:

- A. On an all or none basis.

- B. As follows: \_\_\_\_\_

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TO BE EXECUTED BY BIDDER AND SURETY COMPANY BEFORE DEPOSITING BID:

BIDDER'S BOND

Know All Men by These Presents:

That WE, Brooks Construction Company, Inc. \_\_\_\_\_ as principal  
and American States Insurance Company \_\_\_\_\_  
and N/A \_\_\_\_\_ as sureties,  
are held and firmly bound unto the City of Fort Wayne, Indiana, in the sum  
of 100% of Bid \_\_\_\_\_ DOLLARS (\$ 100% of Bid ),  
to be paid to the said City of Fort Wayne, Indiana, or its successors or  
assigns, for the payment of which, well and truly made, we hereby bind our-  
selves, our heirs, successors, executors and administrators, jointly and  
severally, firmly by these presents.

Signed and sealed at Fort Wayne, Indiana \_\_\_\_\_, this Seventeenth  
day of July \_\_\_\_\_, 19 85.

The condition of this obligation is such that if the accompanying bid or  
proposal of Brooks Construction Company, Inc. for Resolution No. 6025-85,

C.B. D. Resurfacing Program

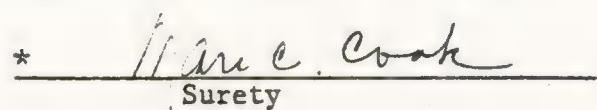
made this day to the City of Fort Wayne, State of Indiana, is accepted, and the  
contract awarded to the above bidder, and the bidder shall, within ten (10) days  
after such award is made, enter into a contract with the City of Fort Wayne,  
State of Indiana, for the work bid upon, and give bond as required; then this  
obligation shall be null and void; otherwise, it shall remain in full force and  
effect.

SIGNED at Fort Wayne, Indiana \_\_\_\_\_  
this Seventeenth day of July \_\_\_\_\_, 19 85.

Brooks Construction Company, Inc.

American States Insurance Company

  
Principal  
John R. Brooks, Secretary

  
\* June C. Cook  
Surety

\*If signed by an agent appropriate power  
of attorney shall be attached

# American States Insurance Company

## INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by

these presents make, constitute and appoint

RONALD L. WIGHTMAN AND MARC C. COOK

(Jointly or Severally)

of Ft. Wayne and State of Indiana  
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and

deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, provided,

however, that the penal sum of any one such instrument executed hereunder shall not

exceed ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS-----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"  
IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested by its

Assistant Secretary and its corporate seal to be hereto affixed this 11th day of July

A. D. 19 84

(SEAL)

ATTEST:

STATE OF INDIANA } SS:  
COUNTY OF MARION }

AMERICAN STATES INSURANCE COMPANY

By Gilbert Taylor  
Assistant Vice-President

On this 11th day of July, A. D., 19 84, before me personally came

Alanson T. Abel

being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is a Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said Corporation; and that he signed his name thereto under like authority. And said

Alanson T. Abel further said that he is acquainted with Gilbert Taylor and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

MY COMMISSION EXPIRES

February 14, 1988

My Commission Expires

STATE OF INDIANA } SS:  
COUNTY OF MARION }

Sally J. Snider  
Notary Public

I, Gilbert Taylor, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of Section 8.03 of the By-Laws of AMERICAN STATES INSURANCE COMPANY which reads as follows:

"All policies and other instruments of insurance issued by the Corporation shall be signed on behalf of the Corporation by the president or a vice-president and the secretary or an assistant secretary, whose signatures, if the instrument is duly countersigned by an authorized representative of the Corporation, may be facsimiles. Such signatures and facsimiles thereof shall be authorized and binding upon the Corporation notwithstanding the fact that any such officer shall have ceased to be such officer at the time such policy or other instrument of insurance shall have been actually issued by the Corporation."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 17<sup>th</sup> day of July,

A. D., 19 85

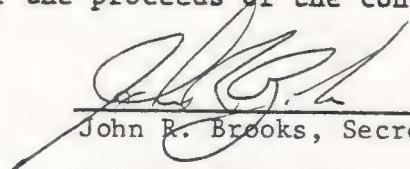
(SEAL)

176-941

NON-COLLUSION AFFIDAVIT

The Bidder, by its officers and John R. Brooks

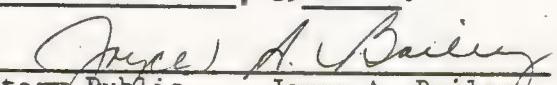
agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

  
John R. Brooks, Secretary

Subscribed and sworn to before me by John R. Brooks  
this 17th day of July, 1985.

My Commission Expires:

March 18, 1988

  
Notary Public Joyce A. Bailey  
Resident of Allen County, IN

-----  
Subscribed and sworn to before me by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.  
-----

My Commission Expires:

Notary Public \_\_\_\_\_  
Resident of \_\_\_\_\_ County, IN

-----  
Subscribed and sworn to before me by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.  
-----

My Commission Expires:

Notary Public \_\_\_\_\_  
Resident of \_\_\_\_\_ County, IN

Contract No. \_\_\_\_\_

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

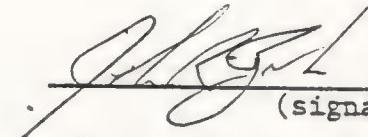
I, John R. Brooks, the Secretary  
(name) \_\_\_\_\_  
\_\_\_\_\_of Brooks Construction Company, Inc.  
(position) \_\_\_\_\_ (company)

hereby certify:

(1) That the Financial Statement of said company, dated the Third  
day of July, 1985, now on file in the office of the Board of  
Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by  
reference incorporated herein and made a part hereof, is a true and correct  
statement and accurately reflects the financial condition of said company as of  
the date hereof;

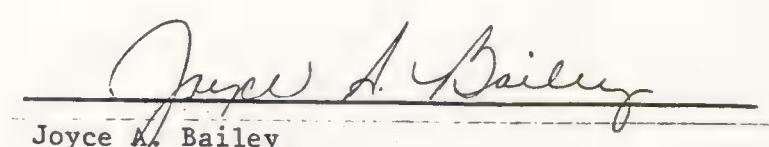
(2) That I am familiar with the books of said company showing its financial  
condition and am authorized to make this certificate on its behalf.

Dated: July 17, 1985

  
(signature)

John R. Brooks, Secretary

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said  
County and State, this 17th day of July, 1985.

  
Joyce A. Bailey

My commission expires:

March 18, 1988

### STREET BARRICADE MAINTENANCE INFORMATION

Listed below are the names and telephone numbers of the persons responsible for the maintenance of the barricades necessary for the duration of this contract.

NAME

TELEPHONE NUMBER

<u>Andrew F. Brooks</u>	<u>424-1910</u>

Brooks Construction Co., Inc.  
Contractor

Resolution Number 6025-85

## **ITEMIZED PROPOSAL**

**CONTRACTOR:** Brooks Construction Co., Inc.

**PROJ: CBD RESURFACING (BASE)**

RES. NO: 6025-85

**TOTAL:**

\$302,119.00

Sheet 1 of 2

**NOTE: Contractor will be paid on measured quantities only at unit price bid.**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

Brooks Construction Company, Inc.

(Name of Contractor)

1123 Barthold Street, Fort Wayne, Indiana 46808

(Address of Contractor)

a Corporation hereinafter called  
(Corporation, Partnership, or Individual)

Principal, and American States Insurance Company

(Name of Surety)

Indianapolis, Indiana

(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of Three Hundred Two Thousand One Hundred Nineteen & no/100 dollars (\$ 302,119.00 ) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the

31<sup>st</sup> 17<sup>th</sup> day of July, 1985, for construction of:

RESOLUTION NO. 6025-85 C.B.D. RESURFACING PROJECT - To Improve by  
cold planing and asphalt resurfacing the following: BASE BID: Harrison Street  
from Main Street to Wayne Street, Calhoun Street from Washington Blvd. to Douglas St.,  
and Berry Street from Clinton Street to Broadway.

all according to the "General and Detailed Specifications" as supplemented, and "Special Conditions" which together will be referred to as the Standard Specifications; and according to Fort Wayne Street Engineering Department Drawing No. \_\_\_\_\_ Sheet No. \_\_\_\_\_. The Indiana State Highway Standard Specifications dated 1985 shall govern where the above specifications do not cover a specific term, and

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the three years guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in Triplicate  
(number)

counterparts, each one of which shall be deemed an original, this 26TH  
day of July, 1985.

ATTEST:

(Principal) Secretary

[SEAL]

Jope A. Bailey  
(Witness as to Principal)

1123 Barkwood Street  
(Address)

Fort Wayne, In 46898

BROOKS CONSTRUCTION COMPANY, INC  
(Principal)

BY: X John G. Cook [S]

1123 Barkwood Street  
(Address)

Fort Wayne, In 46898

AMERICAN STATES INSURANCE COMPANY  
Surety

ATTEST:

(Surety) Secretary

[SEAL]

M. Richard Berger  
Witness as to Surety

1522 INWOOD DR  
(Address)

Fort Wayne, In 46808

By Marc C. Cook  
Attorney-in-Fact  
MARC C. COOK

1522 INWOOD DRIVE  
(Address)

FORT WAYNE, INDIANA 46815

NOTE: Date of Bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute bond.

# American States Insurance Company INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by

these presents make, constitute and appoint \_\_\_\_\_

RONALD T. WIGHTMAN AND MARC C. COOK

(Jointly or Severally)

of Ft. Wayne and State of Indiana  
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and  
deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, in connection  
with a bond for BROOKS CONSTRUCTION CO., INC. in the penal sum of TWO MILLION FIVE  
HUNDRED THOUSAND AND NO/100 (\$2,500,000.00) DOLLARS

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"  
IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested by its

Assistant Secretary and its corporate seal to be hereto affixed this 11th day of July

A. D. 19 84  
(SEAL)

ATTEST:

STATE OF INDIANA } SS:  
COUNTY OF MARION }

AMERICAN STATES INSURANCE COMPANY

By *Alanson T. Abel*  
Assistant Vice-President

On this 11th day of July, A. D. 19 84, before me personally came

Alanson T. Abel

, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is a Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said Corporation; and that he signed his name thereto under like authority. And said

Alanson T. Abel further said that he is acquainted with Gilbert Taylor and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

MY COMMISSION EXPIRES  
February 14, 1988

My Commission Expires  
STATE OF INDIANA } SS:  
COUNTY OF MARION }

Gilbert Taylor

and knows him to be the

*Gilbert Taylor*  
Notary Public

I, Gilbert Taylor, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of Section 8.03 of the By-Laws of AMERICAN STATES INSURANCE COMPANY which reads as follows:

"All policies and other instruments of insurance issued by the Corporation shall be signed on behalf of the Corporation by the president or vice-president and the secretary or an assistant secretary, whose signatures, if the instrument is duly countersigned by an authorized representative of the Corporation, may be facsimiles. Such signatures and facsimiles thereof shall be authorized and binding upon the Corporation notwithstanding the fact that any such officer shall have ceased to be such officer at the time such policy or other instrument of insurance shall have been actually issued by the Corporation."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 17th day of July,

A. D. 19 85

(SEAL)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Brooks Construction Company, Inc.

(Name of Contractor)

1123 Barthold Street, Fort Wayne, Indiana 46808

(Address of Contractor)

a Corporation, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and American States Insurance Company

(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of Three Hundred Two Thousand One Hundred Nineteen and no/100 ----- (Dollars (\$ 302,119.00)) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 3<sup>rd</sup>/17TH day of July 19 85, for the construction of:

RESOLUTION NO. 6025-85 C.B.D. RESURFACING PROJECT - To improve by cold planing and asphalt resurfacing the following: BASE BID: Harrison Street from Main Street to Wayne Street, Calhoun Street from Washington Blvd. to Douglas St., and Berry Street from Clinton Street to Broadway.

all according to the "General and Detailed Specifications" as supplemented, and "Special Conditions" which together will be referred to as the Standard Specifications; and according to Fort Wayne Street Engineering Department Drawing No. \_\_\_\_\_ Sheet No. \_\_\_\_\_. The Indiana State Highway Standard Specifications dated 1985 shall govern where the above specifications do not cover a specific term.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed TRIPPLICATE counterparts,  
(number)  
each one of which shall be deemed an original, this 26TH day of  
JULY, 1985.

ATTEST:

BROOKS CONSTRUCTION COMPANY, INC.  
Principal

(Principal) Secretary

(SEAL)

By X John R. L (S)

1133 Bartkold Street

Fort Wayne, In 46848

(Address)

Joyce A. Bailey  
Witness as to Principal

1133 Bartkold Street  
(Address)

Fort Wayne, In 46848

ATTEST:

AMERICAN STATES INSURANCE COMPANY  
Surety

By Marc C. Cook  
Attorney-in-Fact  
MARC C. COOK

(Surety) Secretary

(SEAL)

D. Richard Berger  
Witness as to Surety

1522 Inwood Dr.  
(Address)

Fort Wayne, In 46815

1522 INWOOD DRIVE  
(Address)

FORT WAYNE, INDIANA 46815

NOTE: Date of Bond must not be prior to Date of Contract.

If Contractor is Partnership, all partners should execute bond.

# American States Insurance Company

## INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by

these presents make, constitute and appoint \_\_\_\_\_

-----RONALD L. WIGHTMAN AND MARC C. COOK-----

(Jointly or Severally)

of Ft. Wayne and State of Indiana  
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and

deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, in connection  
with a bond for BROOKS CONSTRUCTION CO., INC. in the penal sum of TWO MILLION FIVE  
HUNDRED THOUSAND AND NO/100 (\$2,500,000.00) DOLLARS-----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"  
IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested by its

Assistant Secretary and its corporate seal to be hereto affixed this 11th day of July

84  
A. D. 19\_\_\_\_\_

(SEAL)

ATTEST:

STATE OF INDIANA } SS:  
COUNTY OF MARION }

AMERICAN STATES INSURANCE COMPANY

By *Alanson T. Abel*  
Assistant Vice-President

On this 11th day of July, A. D. 19 84, before me personally came

Alanson T. Abel

being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is a Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said Corporation; and that he signed his name thereto under like authority. And said

Alanson T. Abel further said that he is acquainted with Gilbert Taylor and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

MY COMMISSION EXPIRES

February 14, 1988

My Commission Expires

STATE OF INDIANA } SS:  
COUNTY OF MARION }

*Gilbert Taylor*  
Notary Public

I, Gilbert Taylor, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of Section 8.03 of the By-Laws of AMERICAN STATES INSURANCE COMPANY which reads as follows:

"All policies and other instruments of insurance issued by the Corporation shall be signed on behalf of the Corporation by the president or a vice-president and the secretary or an assistant secretary, whose signatures, if the instrument is duly countersigned by an authorized representative of the Corporation, may be facsimiles. Such signatures and facsimiles thereof shall be authorized and binding upon the Corporation notwithstanding the fact that any such officer shall have ceased to be such officer at the time such policy or other instrument of insurance shall have been actually issued by the Corporation."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 17th day of July,

A. D. 19 84

(SEAL)

TITLE OF ORDINANCE Contract for Res. 6025-85, C.B.D. Resurfacing Project

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety *J-85-08-16*

SYNOPSIS OF ORDINANCE The Contract for Res. 6025-85, C.B.D. Resurfacing Project

is to improve by cold planing and asphalt resurfacing the following:

BASE BID: HARRISON STREET from Main Street to Wayne Street

CALHOUN STREET from Washington Blvd. to Douglas Street

and BERRY STREET from Superior Street to Main Street

ALTERNATE I: HARRISON STREET from Superior Street to Main Street

PRIOR APPROVAL RECEIVED

7/23/85

Brooks Construction Co., Inc. is the contractor.

EFFECT OF PASSAGE Improvement of the above area.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$302,119.00

ASSIGNED TO COMMITTEE

BILL NO. S-85-08-16

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS  
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract for Res.  
#6025-85, C.B.D. Resurfacing, by the City of Fort Wayne by and  
through its Board of Public Works and Safety and Brooks Construction  
Co., Inc.

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND ~~RE~~  
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)  
(~~RESOLUTION~~)

YES

NO

*Samuel J. Talarico* SAMUEL J. TALARICO  
CHARMAN

*Charles B. Redd* CHARLES B. REDD  
VICE CHARMAN

*Paul M. Burns* PAUL M. BURNS

*Donald J. Schmidt* DONALD J. SCHMIDT

*Thomas C. Henry* THOMAS C. HENRY

CONCURRED IN 8-27-85

SANDRA E. KENNEDY  
CITY CLERK